

REMARKS/ARGUMENTS

Claims 15 - 82 are pending. Claims 15 - 82 are rejected. Claims 24, 50, 52, and 81 are amended.

As discussed below, all of the claims are in condition for allowance. **But if after considering this response, the Examiner does not allow all of the claims, then the Applicants' agent formally requests that the Examiner contact him to schedule and conduct a telephone interview before issuing a subsequent office action.**

Rejection of Claims 39-41, 44-46, 49-52, 60-70, 79, and 81-82 Under 35 U.S.C. § 102(e) Over Babowicz et al. (U.S. Pub. No. 2005/0039032)

Claim 39

Claim 39 recites, in part, "a computing device, media content stored on the computing device, at least one digital rights management license stored on the computing device and describing allowed uses for the media content, [and] digital rights management software stored on the computing device; ...wherein the media content, the at least one digital rights management license, and the digital rights management software were installed on the computing device from a single storage medium that contained the content, the license, and the software."

In contrast, Babowicz does not disclose a single storage medium that contains the content, the license, and the software; and thus also cannot disclose a computing device storing the content, the license, and the software installed from a single storage medium.

Babowicz, at the cited locations, discloses that "the protected content may only be accessed by the user's computer after authentication and subsequent downloading of a digital music file licenses 115." [paragraph 0020] [emphasis added] Since a DRM license included on a single storage medium would be sufficient to grant rights, there would be no need to subsequently download digital music file licenses if such licenses were included on the single storage medium. Thus, while Babowicz does not explicitly say there is no DRM license included on the single storage medium, Babowicz's

subsequent downloading makes it clear there is no such license included.

Babowicz also does not disclose or reasonably suggest a DRM license included on a single storage medium at paragraphs 0051-0052. At paragraph 0051, Babowicz refers to downloading music licenses from the music server 104. At paragraph 0052, Babowicz discloses an off-line embodiment wherein authentication may be accomplished without requiring access to the music server. But Babowicz does not indicate that this means there is a DRM license on the single storage medium. Authentication for playing music is not the same as having a DRM license in hand.

Moreover, Babowicz, at the cited locations, does not disclose that digital rights management software is included on the single storage medium. Specifically, Babowicz states at paragraph 0020, "The digital file protection may be provided by any number of proprietary or commercially available Digital Rights Management apparatuses..." Babowicz makes no statement whatsoever about including DRM software on the single storage medium.

Accordingly, Babowicz does not disclose all the limitations of claim 39, and claim 30 is allowable over Babowicz.

Claims 40-41, and 44

Claims 40-41, and 44 are allowable by virtue of their dependence from claim 39 and for at least the reasons given for claim 39.

Claim 45

Claim 45 is allowable for reasons similar to those given for claim 39.

Specifically, claim 45 recites a method including copying digital data, a digital rights management license, and digital rights management software from a removable storage medium. As described above, Babowicz does not disclose a removable storage medium that contains digital data, a DRM license, and DRM software.

Claims 46 and 49

Claims 46 and 49 are allowable by virtue of their dependence from claim 45 and for at least the reasons given for claim 45.

Claim 50

Claim 50 is amended. Claim 50 recites, "a method of playing media content stored on a removable storage medium including reading digital data stored in a second

format and representing all or substantially all of the media content, wherein the removable storage medium also contains digital data stored in a first format that also represents all or substantially all of the media content, and determining from at least one digital rights management license stored on the removable storage medium whether or not playback of the digital data stored in the second format is allowed.”

As described above, Babowicz does not disclose a removable storage medium that contains content and a DRM license.

Babowicz, at the cited locations, discloses that “the protected content may only be accessed by the user’s computer after authentication and subsequent downloading of a digital music file licenses 115.” [paragraph 0020] [emphasis added] Since a DRM license included on a removable storage medium would be sufficient to grant rights, there would be no need to subsequently download digital music file licenses if such licenses were included on the removable storage medium. Thus, while Babowicz does not explicitly say there is no DRM license included on the removable storage medium, Babowicz’s subsequent downloading makes it clear there is no such license included.

Thus, Babowicz does not disclose all the limitations of claim 50, and claim 50 is allowable over Babowicz.

Claim 51

Claim 51 is allowable by virtue of its dependence from claim 50 and for at least the reasons given for claim 50.

Claim 52

Claim 52 is amended. Claim 52 is allowable by virtue of its dependence from claim 50 and for at least the reasons given for claim 50.

Moreover, claim 52 recites “authenticating digital rights management software also stored on the removable storage medium.”

As described above, Babowicz does not disclose digital rights management software stored on a removable storage medium. Specifically, Babowicz states at paragraph 0020, “The digital file protection may be provided by any number of proprietary or commercially available Digital Rights Management apparatuses...” Babowicz makes no statement whatsoever about including DRM software on a removable storage medium, and especially on a removable storage medium that also

includes a DRM license and content.

Accordingly, claim 52 is also allowable for at least this additional reason.

Claim 60

Claim 60 is allowable for reasons similar to those given for claim 39.

Claims 61-67 and 79

Claims 61-67 and 79 are allowable by virtue of their dependence from claim 60 and for at least reasons similar to those given for claim 39.

Claim 68

Claim 68 is allowable for reasons similar to those given for claim 39.

Claims 69 and 70

Claims 69 and 70 are allowable by virtue of their dependence from claim 68 and for at least reasons similar to those given for claim 39.

Claim 81

Claim 81 recites, “a method of playing media content stored on a removable storage medium comprising reading digital data stored in a first format and representing all or substantially all of the media content, wherein the removable storage medium also contains digital data stored in a second format that also represents all or substantially all of the media content; and preventing an audio player configured to read the digital data stored in the second format from reading the digital data in the first format.

The Examiner’s remarks do not address the allowability of claim 81 over Babowicz. Thus claim 81 is allowable over Babowicz because the Examiner has not given reasons why it is not allowable over Babowicz.

Moreover, Babowicz apparently does not disclose preventing an audio player configured to read digital data stored in the second format from reading digital data in the first format. Claim 81 is also allowable for this additional reason.

Claim 82

Claim 82 is allowable by virtue of its dependence from claim 81 and for at least the reasons given for claim 81.

Rejection of Claims 42 and 43 Under 35 U.S.C. § 103(a) Over Babowicz et al.

Claims 42 and 43 are allowable by virtue of their dependence from claim 39 and for at least the reasons given for claim 39.

Moreover, with respect to the Examiner's Official Notice regarding claim 42, the Applicants' agent objects to and challenges the Examiner's Official Notice. In the present context, use of a validation code in combination with a software module is non-obvious because the DRM license and the DRM software would be assumed sufficient and it would not be necessary to process a validation code with validation software. Thus, use of the recited device is non-obvious.

The Applicants' agent respectfully challenges the Examiner to produce proof. This constitutes a seasonable challenge to the Examiner's Official Notice regarding claim 42.

Moreover, with respect to the Examiner's Official Notice regarding claim 43, the Applicants' agent objects to and challenges the Examiner's Official Notice. In the present context, use of a validation code that is a cryptographically-signed hash of a canonically-ordered series of bytes from the at least one predetermined software module, in combination with a software module is non-obvious because the DRM license and the DRM software would be assumed sufficient and it would not be necessary to process a validation code with validation software. Thus, use of the recited device is non-obvious.

The Applicants' agent respectfully challenges the Examiner to produce proof. This constitutes a seasonable challenge to the Examiner's Official Notice regarding claim 43.

Rejection of Claims 15-38, 47-48, 53-59, 71-77, 78, and 80 Under 35 U.S.C. § 103(a) Over Babowicz et al. And Further In View Of Hurtado et al. (U.S Pat. No. 6,611,812)

Claim 15

Claim 15 recites, in part, "creating a first session on [a storage] medium, the first

session containing digital data stored in a first format and representing all or substantially all of the media content, ... creating a second session on the medium...representing all or substantially all of the media content, ... including on the second session at least one digital rights management license describing allowed uses for the digital data, and including on the second session digital rights management software...”

In contrast, Babowicz and Hurtado, alone and in combination, fail to disclose or reasonably suggest including at least one digital rights management license or including digital rights management software in the second session on the storage medium.

Babowicz, at the cited locations, discloses that “the protected content [in the second session] may only be accessed by the user’s computer after authentication and subsequent downloading of a digital music file licenses 115.” [paragraph 0020] [emphasis added] Since a DRM license included in the second session would be sufficient to grant rights, there would be no need to subsequently download digital music file licenses if such licenses were included in the second session. Thus, while Babowicz does not explicitly say there is no DRM license included in the second session, Babowicz’s subsequent downloading makes it clear there is no such license included in the second session.

Babowicz also does not disclose or reasonably suggest a DRM license included in the second session at paragraphs 0051-0052. At paragraph 0051, Babowicz refers to downloading music licenses from the music server 104. At paragraph 0052, Babowicz discloses an off-line embodiment wherein authentication may be accomplished without requiring access to the music server. But Babowicz does not indicate that this means there is a DRM license in the second session. Authentication for playing music is not the same as having a DRM license in hand.

Moreover, Babowicz, at the cited locations, does not disclose that digital rights management software is included in the second session. Specifically, Babowicz states at paragraph 0020, “The digital file protection may be provided by any number of proprietary or commercially available Digital Rights Management apparatuses...” Babowicz makes no statement whatsoever about including DRM software in the second session.

Since the Examiner did not indicate any location in Hurtado where the limitations related to a DRM license and DRM software are disclosed or reasonably suggested, presumably he is relying on Babowicz alone to provide such disclosure. For reasons described above, such disclosure or suggestion is absent. Accordingly, Babowicz and Hurtado, alone and in combination, fail to disclose or reasonably suggest all the limitations of claim 15, and claim 15 is allowable over Babowicz and Hurtado.

Claims 16-26

Claims 16-26 are allowable by virtue of their dependence from claim 15 and for at least the reasons given for claim 15.

Claim 27

Claim 27 is allowable for reasons similar to those given for claim 15. Specifically, Babowicz and Hurtado, alone and in combination, do not disclose or reasonably suggest a digital rights management license or digital rights management software sorted on a second session of the compact disc.

Claims 28-38

Claims 28-38 are allowable by virtue of their dependence from claim 27 and for at least the reasons given for claim 27.

In the event additional fees are due as a result of this amendment, the Commissioner is hereby authorized to charge any deficiency of fees submitted herewith, or credit any overpayment, to Deposit Account No. 07-1897.

If the Examiner believes that a telephone interview would be helpful, he is respectfully requested to contact the Applicants' agent at (425) 455-5575.

Dated this 5th day of August, 2009.

Respectfully submitted,

/CAWiklof/

Christopher A. Wiklof
Registration No. 43,990

Customer No. 72455

Graybeal Jackson LLP
155 - 108th Avenue NE, Suite 350
Bellevue, Washington 98004-5973
Telephone: 425.455.5575
Facsimile: 425.455.1046